

226963

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from  
John Doe dba Doe's Limo

Good Samaritan Services LLC.

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET 2010 - 386 T  
NUMBER: 2009 - 344 - T

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: Robert W. Caswell

Telephone: 8436505438

Address: Good Samaritan Services LLC.

Fax: 8436505433

320 Reindeer Moss Ct. Ste # 201

Other: 8439024957

Myrtle Beach, SC. 29588

Email: bcaswell63@gmail.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- ☐ Application - Class A/A Restricted
- ☐ Application - Class C Taxi
- ☐ Application - Class C Charter
- ☐ Application - Class C Charter Bus
- ☐ Application - Class C Non-Emergency
- ☒ Application - Class C Stretcher Van
- ☐ Application - Class E Household Goods
- ☐ Application - Class E Hazardous Waste
- ☐ Application
- ☐ Request for Extension to Comply with Order
- ☐ Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded
- ☐ Request for Cancellation of Certificate
- ☐ Request for Suspension
- ☐ Request for Reinstatement

- ☐ Request for Name Change on Certificate
- ☐ Request to Amend Scope of Authority
- ☐ Request to Amend Tariff (rate increase, etc.)
- ☐ Request to Amend Passenger Limit
- ☐ Request
- ☐ Exhibit
- ☐ Late-Filed Exhibit
- ☐ Letter
- ☐ Proposed Order
- ☐ Publisher's Affidavit
- ☐ Reservation Letter
- ☐ Response
- ☐ Return to Petition
- ☐ Other: \_\_\_\_\_

RECEIVED  
NOV 30 2010  
PSC SC  
CLERK'S OFFICE

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

gms



## Good Samaritan Services LLC

320 Reindeer Moss Court, Suite 201  
Myrtle Beach, SC 20988

P: (843) 650-5438

F: (843) 650-5433

[www.GoodSamaritanServices.com](http://www.GoodSamaritanServices.com)

11/19/2010

To whom it may concern,

Please accept this letter as a formal request to expedite our application for Certificate of Public Convenience and Necessity in regards to Class C Stretcher Van. If there are any questions or concerns please don't hesitate to contact me.

Thank You for your consideration,

*Nicholas Hunter*  
Nicholas Hunter

[nicholasrhunter@hotmail.com](mailto:nicholasrhunter@hotmail.com)

Good Samaritan Services LLC.

320 Reindeer Moss Ct. #201

Myrtle Beach, SC 29588

P: (843) 650 – 5438

F: (843) 650 – 5433

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NOV 30 2010  
PSC OFFICE  
CLERK'S OFFICE

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 Executive Center Drive, Suite 100  
Columbia, South Carolina 29210  
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

Phone: (803) 896-5100 Fax: (803) 896-5199

**APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR  
OPERATION OF MOTOR VEHICLE CARRIER**

**CLASS C - STRETCHER VAN**

Date: 11/12/2010

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann., § 58-23-10, et seq. (1976), and amendments thereto.

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Good Samaritan Services LLC.

320 Reindeer Moss Ct. Ste# 201 Myrtle Beach, SC. 29588

Street Address of Applicant

Mailing Address of Applicant if different from street address

843 - 650 - 5438

Phone

843 - 650 - 5433

Fax

bcaswell@gmail.com

Email Address

2. If incorporated, a copy of Articles of Incorporation must be attached. (If incorporated outside of SC, attach SC Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship  
☐ Partnership - List names and address of all person having an interest in the business.  
☒ Corporation - List names and addresses of two principal officers.

President/CEO - Robert W. Caswell

2051 Deerfield Ave. Myrtle Beach, SC. 29575

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

## BALANCE SHEET

Balance at Time Application is Filed:

Month Nov. Year 2010

### Assets:

Cash	1,287.
Receivables	10,364.
Real Estate	0.
Buildings and Equipment (Net)	2,385.
Motor Vehicles (Net)	38,742.
Garage Equipment (Net)	268.
Machinery and Tools (Net)	493.
Supplies on Hand	1,311.
Prepays and Other Assets	250.
<b>Total Assets</b>	<b>55,100.</b>
<b><u>Liabilities and Equity:</u></b>	
Accounts Payable	1,361.
Notes Payable	75,536.
Mortgages Payable	0.
Equipment Obligations	0.
Accrued Salaries and Wages	0.
Other Accrued Obligations	0.
Other Liabilities	0.
<b>Total Liabilities</b>	<b>76,897.</b>
Capital Stock	0.
Retained Earnings	0.
<b>Total Equity</b>	<b>0.</b>
<b>Total Liabilities and Equity</b>	<b>76,897.</b>

## **PROPOSED RATES AND CHARGES FOR SERVICE**

### Maximum Rates and Charges for Service are as follows:

Rates are Per Leg:

Base/Load Fee: \$90.00

Per Mile: \$2.80

Minimum Trip Leg: \$40.00

Wait Time: \$40.00 per hour

No Show: \$30.00

### Counties to be Served:

Horry, Georgetown, Charleston, Marion, Florence

## DESCRIPTION OF EQUIPMENT

[illegible]

**\*Designate if equipped with a wheelchair lift by using "HC" (Handicapped.)**

## INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**. The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested.

The following insurance quote is for:

Good Samaritan Services LLC.

Name of Motor Carrier

320 Reindeer Moss Ct. Ste.# 201 Myrtle Beach, SC 29588

Address of Motor Carrier

**Amount of Premium:**

Liability Insurance \$

(See Form E) Attached

The above quoted premium is for a term of \_\_\_\_\_ months.

**Minimum Limits** - Bodily injury and property damage limits will not be less than the following:

**Limits Quoted**

Liability Combined Each Occurance	\$ 1,000,000	
Medical Payments per Person	\$ 1,000	

Name of Insurance Company

Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

Date

Authorized Insurance Company Representative's Signature

### **NOTICE:**

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).

RECEIVED

SEP 15 2010

Form E  
UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY  
DAMAGE LIABILITY CERTIFICATE OF INSURANCE

Filed with Georgia Office of Regulatory Staff (herein after called Agency)  
T. T. W. W. (Name of Agency)  
This is to certify that the Discover Property & Casualty Insurance Company  
(Name of Company)  
(herein after called Company) of 385 Washington Street, St. Paul, MN, 55102  
(Home Address of Company)

has issued to GOOD SAMARITAN SERVICES, LLC of 320 REINDEER MOSS CT., STE. 201, POSTON, SC 29588  
(Name of Motor Carrier) (Address of Motor Carrier)

A policy or policies of insurance effective from 09/14/2010 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until cancelled as provided herein, which by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Agency has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Agency a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effective by the Company or the insured giving thirty (30) days' notice in writing to the State Agency, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Agency.

Countersigned Discover Re This 14th Day of Sept. 20 10  
at 5 Batterson Park Road, Farmington, Ct 06032 (Day) (Month) (Year)  
(Address)

Insurance Company File No. D259P01002  
(Policy No)

Arthur W. Wright  
(Authorized Company Representative)

Underlying Limit: 0 Liability Limit: 1,000,000



## **Exhibit FWA**

Good Samaritan Services LLC.

Name

U.S.D.O.T No.

ICC No.

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes ☒ No ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory ☐ Conditional ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been places "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes ☒ No

3. Are there currently any outstanding judgments against the Applicant?

☐ Yes ☒ No

If Yes, indicate nature of judgement(s) against applicant.

4. Is Applicant familiar with all statutes and regulations, including safety regulations and governing for-hire motor carrier operations in South South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes ☐ No

## **Exhibit on Driver and Assistant Driver Qualifications**

1. Applicant has read and understands Commission Regulation 103-133(8).  
☒ Yes                      ☐ No
  
2. Applicant has on file a certified copy of the driver's and assistant driver's three (3) year driving records issued by the SC DMV and such records from the DMV of the state in which the driver or the assistant driver is or has been domiciled for such period.  
☒ Yes                      ☐ No
  
3. Applicant has obtained and retained the criminal history background checks from the state where the driver and assistant driver live.  
☒ Yes                      ☐ No
  
4. Applicant understands that all drivers and assistant drivers must have in their possession at the time of such operation valid drivers' licenses issued by the SC DMV or the current state of residence of the driver or assistant driver.  
☒ Yes                      ☐ No
  
5. Applicant understands that all stretcher van certificate holders are prohibited from employing drivers and assistant drivers who are registered, or required to be registered, as sex offenders with the South Carolina State Law Enforcement Division or any national registry of sex offenders.  
☒ Yes                      ☐ No
  
6. Applicant understands that all stretcher van drivers and assistant drivers must possess a current Red Cross First Aid certification or an American Safety and Health Institute certification, or certification from a program that meets or exceeds the certification standards of the Red Cross First Aid or the American Safety and Health Institute, and Adult Cardiopulmonary Resuscitation (CPR) certification.  
☒ Yes                      ☐ No
  
7. Applicant understands that the driver's and assistant driver's Red Cross First Aid certification must be renewed every three (3) years and the Adult CPR certification must be renewed annually.  
☒ Yes                      ☐ No
  
8. Applicant understands that an individual must not be transported in a stretcher van if the individual has a written statement from a licensed physician prohibiting transportation in a stretcher van.  
☒ Yes                      ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
POST OFFICE DRAWER 11649  
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Vol.26, S.C. Code Ann., 1976), and R.38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Vol.23A, S.C. Code Ann.,1976) and amendments thereto, and hereby promises compliance therewith.

STATE OF SOUTH CAROLINA

COUNTY OF Horry

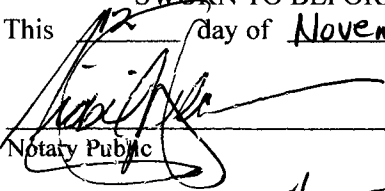
  
Applicant's Signature

I, Nicholas Hunter, NEMT Relationship Manager  
Name of Applicant's Representative Title

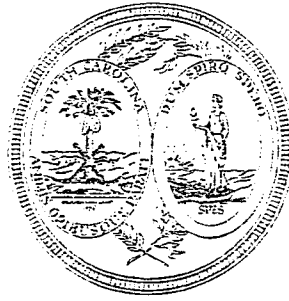
of Good Samaritan Services LLC.,  
Applicant

the Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

  
Signature of Applicant's Representative

SWORN TO BEFORE ME  
This 12 day of November, 2010  
  
Notary Public  
Commission Expires 8/15

# *The State of South Carolina*



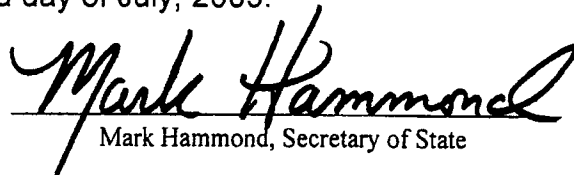
*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

GOOD SAMARITAN SERVICES, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on July 2nd, 2009, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
2nd day of July, 2009.

  
Mark Hammond, Secretary of State

**OPERATING AGREEMENT  
OF  
Good Samaritan Services, LLC**

This Operating Agreement of Good Samaritan Services, LLC (the "Company") dated as of the 6<sup>th</sup> day of July, 2009, is adopted by the Member and executed and agreed to, for good and valuable consideration, by the Member.

**ARTICLE I  
DEFINITIONS**

As used in this Operating Agreement, the following terms have the following meanings:

- A. "Act" means the South Carolina Uniform Limited Liability Company Act of 1996 and any successor statute, as amended from time to time.
- B. "Articles" means the Articles of Organization filed with the Secretary of State of South Carolina by which Good Samaritan Services, LLC was organized as a South Carolina Limited Liability Company under and pursuant to the Act.
- C. "Capital Contribution" means any contribution by the Member to the capital of the Company.
- D. "Company" means Good Samaritan Services, LLC, a South Carolina Limited Liability Company.
- E. "Dispose", "Disposing", or "Disposition" means a sale, assignment, transfer, exchange, mortgage, pledge, grant of a security interest, or other disposition or encumbrance (including, without limitation, by operation of law), or the acts thereof.
- F. "General Interest Rate" means a rate per annum equal to the lesser of (a) the Crescent Bank prime rate, and (b) the maximum interest rate permitted by applicable law.
- G. "Member" means Robert W. Caswell.
- H. "Person" includes an individual, partnership, limited partnership, limited liability company, foreign limited liability company, trust, estate, corporation, custodian, trustee, executor, administrator, nominee or entity in a representative capacity.

## **ARTICLE II ORGANIZATION**

**2.1 Formation.** The Company has been organized as a South Carolina Limited Liability Company by the filing of Articles pursuant to the Act and the issuance of a certificate of organization for the Company by the Secretary of State of South Carolina.

**2.2 Name.** The name of the Company is Good Samaritan Services, LLC, and all Company business must be conducted in that name or other name that complies with applicable law as the Member may select.

**2.3 Registered Office and Registered Agent.** The registered office of the Company required by the Act to be maintained in the State of South Carolina shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of South Carolina shall be the initial registered agent named in the Articles or such other Person as the Member may designate from time to time in the manner provided by law.

**2.5 Principal Office in the United States; Other Offices.** The principal office of the Company in the United States shall be at such place as the Member may designate from time to time, which need not be in the State of South Carolina. The Company may have such other offices as the Member may designate from time to time.

**2.6 Purposes.** The purposes of the Company are to operate such businesses as the Member may choose from time to time and to conduct such activities as may be necessary, appropriate or convenient to operate such businesses.

**2.7 Foreign Qualification.** Prior to the Company's conducting business in any jurisdiction other than South Carolina, the Member shall cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Member, with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

**2.8 Term.** The Company commenced on the date the Articles were filed with the Secretary of State of South Carolina for the Company and shall continue in existence for the period fixed in the Articles for the duration of the Company, or such earlier time as this Operating Agreement may specify.

**2.9 Mergers.** The Company may merge with another business entity subject to the requirements of Sections 33-44-904 through 33-44-907 of the Act.

## **ARTICLE III MEMBER**

**3.1 Additional Members.** Additional Persons may be admitted to the Company in the discretion of the Member. The terms of admission shall be determined by the Member. Any such admission must comply with the requirements described elsewhere in this Operating Agreement and is effective only after the new Member has executed and delivered to the Company, as appropriate, a document including the new Member's notice address, its agreement to be bound by the terms of an Operating Agreement which reflects the existence of at least two Members, and its representation and warranty that the representation and warranties required of new Member are true and correct with respect to the new Member.

**3.2 Liabilities to Third Parties.** Except as otherwise expressly agreed in writing, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

**3.3 Action Without Meeting.** Any action required by the Act to be taken at a meeting, or any action which may be taken at a meeting, may be taken without a meeting, without prior notice, and without a vote, if a statement setting forth the action so taken shall have been signed by the Member.

**3.4 Limitations on Distribution.** No distribution may be made if, after giving effect to the distribution: (a) the Company would not be able to pay its debts as they become due in the usual course of business; or (b) the Company's assets would be less than the sum of its liabilities plus, the amount that would be needed, if the Company were to be dissolved, wound up, and terminated at the time of the distribution, to satisfy the preferential rights upon dissolution, winding up and termination of Member whose preferential rights are superior to those receiving the distribution. The Company may base a determination that a distribution is not prohibited upon the provisions of Section 33-44-406(b) and (c) of the Act.

## **ARTICLE IV CAPITAL CONTRIBUTIONS**

**4.1 Initial Contributions.** The Member's Capital Contribution is described in Exhibit A. No interest shall accrue on any Capital Contribution and the Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Operating Agreement.

**4.2 Return of Contributions.** The Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its capital account, or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company.

**4.3 Advance by Member.** If the Company does not have sufficient cash to pay its obligations, the Member may advance all or part of the needed funds to or on behalf of the Company. An advance described in this section constitutes a loan from the Member to the Company, bears interest at the

General Interest Rate from the date of the advance until the day of payment, and is not a Capital Contribution.

## **ARTICLE V MANAGEMENT BY MANAGER**

**5.1 Management by Manager.** The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Manager. The initial Manager being Robert W. Caswell, who shall serve at the pleasure of the Member and may be replaced by the Member at any time. The Manager may make all decisions and take all actions for the Company as allowed by applicable law.

**5.2 Actions by the Manager; Delegation of Authority and Duties.** The Manager may assign titles (including, without limitation, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any employee. Unless the Manager decides otherwise, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation by the Manager of the authority and duties that are normally associated with that office. Any delegation pursuant to this Section may be revoked at any time by the Manager. Any Person dealing with the Company may rely on the authority of any Manager or officer in taking any action in the name of the Company without inquiry into the provisions of this Operating Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Operating Agreement.

## **ARTICLE VI INDEMNIFICATION**

**6.1 Indemnification.** The Company shall indemnify the Member, Manager and their agents for all costs, losses, liabilities, and damages paid or accrued by the Member, Manager, or their agents in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of South Carolina.

## **ARTICLE VII DISSOLUTION, LIQUIDATION, AND TERMINATION**

**7.1 Dissolution.** The Company shall dissolve and its affairs shall be wound upon the first to occur of the following: (a) the written consent and direction of the Member; (b) the expiration of the period fixed for the duration of the Company set forth in the Articles, if any; and (c) administrative dissolution as provided in Section 33-44-809 of the Act.

**7.2 Winding up and Termination.** On dissolution of the Company, the Member will act as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Member.



**7.3 Articles of Termination.** After the dissolution of the limited liability company pursuant to Section 33-44-801 of the Act, the Member shall file Articles of Termination with the Secretary of State of South Carolina and take such other actions as may be necessary to terminate the Company.

## **ARTICLE VIII GENERAL PROVISIONS**

**8.1 Books and Records.** The Company shall maintain such books and records as it may deem necessary or desirable.

**8.2 Amendment or Modification.** The Operating Agreement may be amended and modified from time to time only by a written instrument adopted and executed by the Member .

**8.3 Checks, Notes, Drafts, etc.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed by a designated person which may be appointed by the Manager. The designated person may be an officer(s), the Member, or other person(s) as may from time be designated.

**8.4 Headings.** The headings used in this Operating Agreement have been inserted for convenience only and do not constitute matter to be construed in interpretation.

**8.5 Construction.** All references to Articles and Sections refer to articles and sections of this Operating Agreement, and all references to Exhibits, if any, are to Exhibits attached hereto, if any, each of which is made a part hereof for all purposes. If any portion of this Operating Agreement shall be invalid or inoperative, then, so far as is reasonable and possible: the remainder of this Operating Agreement shall be considered valid and operative; and effect shall be given to the intent manifested by the portion held invalid or inoperative.

**8.6 Entire Agreement.** This Operating Agreement constitutes the entire agreement of the Member relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

**8.7 Effect of Waiver or Consent.** A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company.

**8.8 Binding Effect.** Subject to the restrictions on Dispositions set forth in this Operating Agreement, this Operating Agreement is binding on and inures to the benefit of the Member and its successors and assigns.

**8.9 Governing Law; Severability.** This operating agreement is governed by and shall be construed in accordance with the law of the State of South Carolina excluding any conflict-of-laws rule or

principle that might refer the governance or the construction of this operating agreement to the law of another jurisdiction. In the event of a direct conflict between the provisions of this Operating Agreement and (a) a mandatory provision of the Articles, or (b) any mandatory provision of the Act, the applicable provision of the Articles or the Act shall control. If any provision of this Operating Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Operating Agreement and the application of that provision to other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

**8.10 Conflicting Provisions.** To the extent that one or more provisions of this Operating Agreement appear to be in conflict with one another, then the Member shall have the right to choose which of the conflicting provisions are to be enforced. Wide latitude is given to the Member, in interpreting the provision of this Operating Agreement to accomplish the purposes and objectives of the Company, and may apply this Operating Agreement in such a manner as to be in the best interest of the Company, in his sole discretion.

**8.11 Federal Income Tax Treatment.** For Federal income tax purposes, the Company shall be disregarded as a separate legal entity apart from the Member pursuant to the Internal Revenue Code and the Regulations thereunder. All items of income, gain, loss or deduction shall accrue to the Member and shall be reported on the Member's Federal income tax return.

IN WITNESS WHEREOF, the undersigned, being the sole Member, hereby certifies that the foregoing Operating Agreement was adopted by the Member, effective the 6<sup>th</sup> day of July, 2009.

WITNESSES:

Crystal Scott

Michael Hunter

Robert W. Caswell

Robert W. Caswell